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ASSIGNMENT OF OVERRIDING ROYALTY INTEREST (Pecan Valley Prospect)

THE STATE OF TEXAS

0000

COUNTY OF TARRANT

This Assignment of Overriding Royalty Interest is

FROM:

24

Hollis R. Sullivan, Inc.

P.O. Box 9289

Wichita Falls, Texas 76308

("Assignor")

TO:

Cornerstone Natural Gas Partners, LP

9585 Bella Terra Drive Fort Worth, Texas 76126

("Assignee")

That, for \$10.00 and other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, convey, assign, transfer, and deliver unto Assignee an overriding royalty interest amounting to .0059375 in and to the oil, gas and other minerals produced from or allocable to the Oil and Gas Lease described in Exhibit "A" (the "Lease") attached to this Assignment and made a part of it for all purposes.

The overriding royalty interest payable out of oil and gas produced from the Lease may be pooled by the owners of the leasehold interest in the Leases upon the same basis as the lessor's royalty may be pooled under the terms of the Leases.

The overriding royalty interest hall be payable at the wellhead free and clear of all costs and expenses, including drilling, development, completing, equipping, and operating costs, but the Assignee shall pay all taxes due and payable with respect to that overriding royalty interest; and

The overriding royalty interest shall not be paid upon oil and/or gas used for operations on the Leases or upon any oil and gas which is inadvertently lost.

Assignor warrants title to the interest assigned in this Assignment against the claims and demands of all persons whomsoever claiming or to claim the same or any part thereof, by, through, or under Assignor, but not otherwise.

This Assignment shall be binding upon the parties to it and their respective successors and assigns,

DATED as of the _______ day of May, 2008, but effective for all purposes as of the date of first sales.

After recording return to:

Hollis R. Sullivan, Inc. P.O. Box 9289 Wichita Falls, Texas 76308

HOLLIS R. SULLIVAN, INC.

By: Hollis R. Sullivan, President

THE STATE OF TEXAS

§

COUNTY OF WICHITA

§

This instrument was acknowledged before me on the _____day of May, 2008 by Hollis R. Sullivan, President of Hollis R. Sullivan, Inc., a Texas corporation, on behalf of said

corporation.

Notary Public, State of Texas

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding
Royalty dated May 5 , 2008
Hollis R. Sullivan, Assignor to
Cornerstone Natural Gas Partners LP, Assignee
(Pecan Valley Prospect)

Lessor:

RCR 1187 Ltd.

Lessee:

Hollis R. Sullivan, Inc.

Dated:

June 22, 2005

Recorded:

#D205201263



HOLLIS R SULLIVAN INC PO BOX 9289

WICHITA FALLS

TX 76308

Submitter: HOLLIS R SULLIVAN

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:

05/08/2008 01:09 PM

Instrument #:

D208170546

LSE 4 PGS

\$24.00

Ву: _____

D208170546

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